



**Consulting and Technical Services  
Task Order Request for Proposals**

**Independent Verification & Validation  
Maryland Children's Electronic Social Services Information  
Exchange (MD CHESSIE) - Assessment 1 # F10P6200496**

**Independent Verification & Validation  
Maryland Imaging Data Access System II (MIDAS II) -  
Assessment 2 # F10P6200497**

**Issued By:  
Department of Budget and Management  
Office of Information Technology  
Project Management Office**

**This Task Order Request for Proposals has been designated as a Small Business Reserve in accordance with Title 14, Subtitle 5 of the State Finance and Procurement Article of the Annotated Code of Maryland, as amended by Chapter 75, Laws of Maryland 2004. The Task Order Agreement to be awarded under this Task Order Request for Proposals may be awarded only to businesses meeting the qualifications of a Small Business as defined in §14-501(c) of the State Finance and Procurement Article.**

**ISSUE DATE: February 17, 2006**

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## KEY INFORMATION SUMMARY SHEET

This Small Business Reserve (SBR) Consulting and Technical Services (CATS) Task Order Request for Proposals (TORFP) is issued to obtain the services necessary to satisfy the requirements defined in Section 2 - Scope of Work. Only SBR CATS Master Contractors approved to perform work in the functional area under which this TORFP is released are invited to submit a Task Order (TO) Proposal to this TORFP. Those SBR Master Contractors (herein referred to as Master Contractors) deciding not to submit a TO Proposal are required to submit the reason(s) why per Section 3.1 Required Response of the TORFP. In addition to the requirements of this TORFP, the Master Contractors are subject to all terms and conditions contained in the CATS RFP issued by the Maryland Department of Budget and Management, Office of Information Technology and subsequent Master Contract Project Number 050R5800338, including any amendments.

<b>TORFP Title:</b>	IV&V Assessment 1:DHR MD CHESSIE IV&V Assessment 2:DLLR MIDAS II
<b>Functional Area:</b>	10 – IT Management Consulting Services
<b>TORFP Issue Date:</b>	02/17/2006
<b>Closing Date and Time:</b>	03/10/ 2006 at 02:00 PM
<b>TORFP Issuing Agency:</b>	Department of Budget and Management (DBM) Office of Information Technology (OIT) Project Management Office (PMO)
<b>Send Questions and Proposals to:</b>	Procurement Liaison Office (PLO) <a href="mailto:oitplo@dbm.state.md.us">oitplo@dbm.state.md.us</a>
<b>TO Procurement Officer:</b>	Susan S. Woomer Office Phone Number: 410-260-7191 Office FAX Number: 410-974-5615
<b>TO Manager:</b>	Robert Krauss Office Phone Number: 410-260-6135 Office FAX Number: 410-974-5615
<b>TO Project Numbers:</b>	Assessment 1: MD CHESSIE – F10P6200496 Assessment 2: MIDAS II – F10P6200497
<b>TO Type:</b>	Fixed price
<b>Period of Performance:</b>	6 Months
<b>MBE Goal:</b>	30%
<b>Small Business Reserve (SBR):</b>	Yes
<b>Primary Place of Performance:</b>	MD CHESSIE: 1100 Eastern Blvd. Essex, MD 21221 MIDAS II: 500 N. Calvert St. Baltimore, MD 21202
<b>State Furnished Work Site and/or Access to Equipment, Facilities or Personnel:</b>	Workspace, telephones and workstations with Internet access will be provided for up to two of the Contractor's personnel. Hours of work are 8:00 am to 5:00 pm, local time.
<b>TO Pre-proposal Conference:</b>	DBM 45 Calvert Street Annapolis, MD 21401 2/24/2002; 10:00 am See Attachment 6 for directions

## SECTION 1 - ADMINISTRATIVE INFORMATION

### 1.1 RESPONSIBILITY FOR TORFP AND TO AGREEMENT

The TO Procurement Officer has the primary responsibility for the management of the TORFP process, for the resolution of TO Agreement scope issues, and for authorizing any changes to each TO Agreement. See Section 2.9 Change Orders for information on change orders.

The TO Manager has the primary responsibility for the management of the work performed under each TO Agreement; administration functions, including issuing written directions; ensuring compliance with the terms and conditions of the CATS Master Contract; and, in conjunction with each selected Master Contractor (TO Contractor), achieving on budget/on time/on target (e.g., within scope) completion of the Scope of Work (SOW).

### 1.2 TO AGREEMENT

Based upon an evaluation of TO Proposal responses, up to two Master Contractors, one for each Independent Verification & Validation (IV&V) assessment, will be selected to conduct the work defined in Section 2 - Scope of Work. DBM reserves the right to award both IV&V assessments to one Master Contractor. A specific TO Agreement, Attachment 3, will then be entered into between the State and the selected TO Contractor(s), which will bind the TO Contractor(s) to the contents of its TO Proposal(s), including the price proposal(s).

### 1.3 TO PROPOSAL SUBMISSIONS

Master Contractors may submit TO Proposals in response to one or both IV&V assessments. Master Contractors submitting TO Proposals for both assessments must submit separate TO Proposals.

The TO Procurement Officer will not accept submissions after the date and exact time as stated on the Key Information Summary Sheet. The time will be local time as determined by DBM's e-mail system time stamp. Each TO Proposal is to be submitted via e-mail as two separate attachments in MS Word format. The "subject" line in the e-mail submission shall state the following: CATS TORFP #F10P6200496, Assessment 1 and/or CATS TORFP #F10P6200497, Assessment 2. The first file will be the TO Proposal technical response to this TORFP and titled, "CATS TORFP #F10P6200496, Assessment 1, Technical", and/or "CATS TORFP #F10P6200497, Assessment 2, Technical". The second file will be the financial response to this CATS TORFP and titled, "CATS TORFP #F10P6200496, Assessment 1, Financial", and/or "CATS TORFP #F10P6200497, Assessment 2, Financial". The proposal documents requiring a signature, Attachment 2 - MBE Forms D-1 and D-2 and Attachment 4 Conflict of Interest Affidavit and Disclosure, must be submitted as .PDF files with the signatures clearly visible.

### 1.4 MINORITY BUSINESS ENTERPRISE (MBE)

A Master Contractor that responds to this TORFP shall complete, sign, and submit all required MBE documentation (Attachment 2 - MBE Forms D-1 and D-2) at the time it submits its TO Proposal(s). **Failure of the Master Contractor to complete, sign, and submit all required MBE documentation at the time it submits its TO Proposal(s) will result in the State's rejection of the Master Contractor's TO Proposal(s).**

### 1.5 eMARYLANDMARKETPLACE FEE

Code of Maryland Regulations (COMAR) 21.02.03.06 requires that each Master Contractor that wins a TO Agreement under this TORFP pay a fee to support the operation of eMarylandMarketplace. The fee will be due on each TO Agreement that exceeds \$25,000. The applicable fee will be based on each TO Agreement value, including any options. Each TO Contractor shall pay the fee as provided by COMAR 21.02.03.06 and in accordance with guidelines issued by the Maryland Department of General Services (DGS). A copy of COMAR 21.02.03.06 and the guidelines issued by DGS can be found on the eMarylandMarketplace website at [www.eMarylandMarketplace.com](http://www.eMarylandMarketplace.com).

The price of each TO Proposal shall include the appropriate fee as per the COMAR 21.02.03.06 fee schedule. Fees may not be quoted as a separate add-on price. A total TO Agreement value that is other than an even dollar amount

will be rounded to the nearest whole dollar to determine the appropriate fee level. For example, a total TO Agreement value of \$50,000.49 will be rounded to \$50,000 and a Level 1 fee will apply. A total TO Agreement value of \$50,000.50 will be rounded to \$50,001 and a Level 2 fee will apply.

## **1.6 CONFLICT OF INTEREST**

Each TO Contractor awarded a TO Agreement shall provide Information Technology (IT) consulting services for DBM, and must do so impartially and without any conflicts of interest. Each Master Contractor shall complete and include a Conflict of Interest Affidavit and Disclosure form included as Attachment 4 to this TORFP, with its TO Proposal. If the TO Procurement Officer makes a determination that facts or circumstances exist that give rise to or could in the future give rise to a conflict of interest within the meaning of COMAR 21.05.08.08A, the TO Procurement Officer may reject a Master Contractor's TO Proposal under COMAR 21.06.02.03B.

Master Contractors should be aware that the State Ethics Law, State Government Article, §15-508, might limit the selected Master Contractor's ability to participate in future related procurements, depending upon specific circumstances.

## **1.7 NON-DISCLOSURE AGREEMENT**

Certain system documentation may be available for potential Offerors to review at a reading room at DBM, 45 Calvert Street, Annapolis, Maryland. Offerors who review such documentation will be required to sign the Non-Disclosure Agreement (Offeror) form included as Attachment 9 to this TORFP. Please contact the TO Procurement Officer of this TORFP to schedule an appointment if interested.

In addition, certain documentation may be required by the TO Contractor awarded the TO Agreement in order to fulfill the requirements of the TO Agreement. The TO Contractor, employees and agents who review such documents will be required to sign, including but not limited to, a Non-Disclosure Agreement (TO Contractor) form included as Attachment 10.

## **SECTION 2 - SCOPE OF WORK**

### **2.1 PURPOSE AND APPROACH**

#### **2.1.1 Purpose**

The Department of Budget and Management (DBM) is seeking proposals from qualified contractors experienced in IT consulting to perform an IV&V of the Department of Human Resources' (DHR) Maryland Children's Electronic Social Services Information Exchange system (MD CHESSIE) project and the Department of Labor, Licensing, and Regulations' (DLLR) Maryland Imaging Data Access System II (MIDAS II) project. The purpose is to assess the health of each project according to the Objectives listed respectively in Sections 2.2 IV&V Assessment 1 - MD CHESSIE and 2.3 IV&V Assessment 2 - MIDAS II, report on strengths and weaknesses, and develop a corrective action plan. Also, each TO Contractor will monitor and report on agency compliance and progress toward the corrective action plan.

#### **2.1.2 Approach**

The approach for each assessment shall include independent research, stakeholder interviews, and the review and analysis of project files and documentation. Each TO Contractor shall provide the deliverables as described in Section 2.4 Deliverables and Time of Performance.

The IV&V will require the use of industry best practices and recognized standards such as the Software Engineering Institute's (SEI) Capability Maturity Model (CMM), and the Project Management Institute's (PMI) Project Management Body of Knowledge (PMBOK).

Potential concerns or issues identified that fall outside the scope of the assessment are to be brought to the attention of the TO Manager.

### **2.2 IV&V ASSESSMENT 1 - MD CHESSIE**

#### **2.2.1 Objectives of the IV&V**

TO Contractor will assess the health of the MD CHESSIE project focusing on:

- A) User's satisfaction in meeting the documented MD CHESSIE system's functional requirements;
- B) Success of the pilot and readiness for continued system rollout;
- C) DHR's readiness for post-implementation operations and maintenance;
- D) Current project's potential for a return on investment described in Section 2.3.8 Project Return on Investment; and
- E) System's readiness for DHR's future requirements.

#### **2.2.2 Prior Assessments**

In 2002 and 2004, independent consultants were hired by DBM to complete an in-depth analysis of the MD CHESSIE and associated project management processes. Resulting reports were delivered in June 2002 and March 2004, respectively. The principal focus of the prior MD CHESSIE assessments was to provide a clear understanding of program and project governance, and the technical feasibility of the project. The 2002 and 2004 MD CHESSIE assessments will be provided as an information source.

#### **2.2.3 Project Overview**

The MD CHESSIE project is a DHR initiative that began in 1997 to provide social services workers with a comprehensive information system to enhance their ability to improve the delivery of child welfare services. The project is coming up on a major milestone, a pilot launch of the fully functional MD CHESSIE at one site. This is scheduled prior to the start of this IV&V.

#### **2.2.4 Project Status**

The design, development, unit and system integration testing phases have been completed. The project is currently transitioning from the integration / test phase to the implementation phase of the System Development Life Cycle (SDLC). The project team in 2005 implemented the early release of a "Referral Module" in all 24 local jurisdictions. Hartford County is the pilot site for a fully functional MD CHESSIE system as of mid-February of 2006. Subsequent roll out to 21 additional jurisdictions is scheduled by July of 2006, followed by final implementation in Baltimore City and Baltimore County by the end of calendar year 2006.

#### **2.2.5 Project Business Needs and Justification**

MD CHESSIE is DHR's automated child welfare case management, tracking and information system and is defined as mission critical. As the primary State agency responsible for social services in Maryland, DHR is mandated to serve a wide range of citizens with complex economic and social needs through governmental services and entitlement programs. Maryland's existing child welfare information systems suffer from significant deficiencies. The systems are not fully integrated and require redundant data entry. This is aggravated by further redundant entries in related manual recording and reporting systems. Because of the current systems' low utility for caseworkers, data is often missing, inaccurate, or not updated. For managers and administrators, this makes the data an unreliable source for planning and operations. MD CHESSIE is to provide social service workers with a comprehensive, automated information system using advanced technology to meet current and projected operational requirements. MD CHESSIE is to result in improved productivity through enhanced data accessibility, reduced paperwork, elimination of redundant data entry, improved data accuracy, and enhanced monitoring of service delivery and effectiveness.

#### **2.2.6 Project IT Architecture**

DHR has a three-tier architecture with an application server tier communicating with client programs and database servers. The three-tiered solution has a Windows-based client or user interface, with code written in PowerBuilder, running on client workstations.

#### **2.2.7 Project Stakeholders**

The stakeholders for MD CHESSIE are:

- A) Family Investment Administration (FIA);
- B) Child Support Enforcement Administration (CSEA);
- C) Social Services Administration;
- D) Child Care Administration (CCA);
- E) Community Services Administration (CSA);
- F) Local departments of Social Services;
- G) DHR's Office of Budget and Finance; and
- H) Private providers and Citizens Review Board.

#### **2.2.8 Project Strategic Goals**

MD CHESSIE is to satisfy the following strategic goals of DHR:

- A) Provide an interactive system to automate case records, assist in selecting appropriate placements, authorize payments, contain word processing capabilities, assist in scheduling appointments, generate reminders, print notices, store data, issue payments, monitor availability and compliance of foster and adoptive homes, and perform other administrative functions;
- B) Ensure that each appropriate worker and supervisor has access to the required hardware and software;
- C) Provide for direct input of case information without the use of data entry forms and/or data entry staff;
- D) Facilitate uniform application of policies supported by on-line policy and procedural help;

- E) Enable Maryland to meet all Adoption and Foster Care Analysis Reporting System (AFCARS) requirements in a timely manner;
- F) Provide an interface capability to link with external State agencies;
- G) Coordinate CCA services electronically with the functions of other DHR administrations, such as FIA and CSEA;
- H) Establish a statewide foster care and adoption payment issuance and reconciliation system that provides full fiscal accountability, monitoring, controls, updating, mass change, and reporting capabilities;
- I) Establish an automated link between program and fiscal staff to more easily identify federal participation programs;
- J) Enable DHR to extract management information from the database for decision making purposes as well as mandated reports; and
- K) Enable DHR to respond to increasing requests for child welfare services data.

### **2.2.9 Project Return on Investment**

The return on investment realized from MD CHESSIE is expected to stem from improved service delivery and decreased overpayments to service providers. An improved, automated eligibility process will increase the potential for capturing federal funding. Further expected benefits include work hours saved by social workers using MD CHESSIE to manage and execute child welfare tasks. Work efficiency features of MD CHESSIE will include access to on-line policy and procedures, automation of case files, automatic generation of forms and documents, improved placement management, improved monthly reporting, and improved financial processes.

### **2.2.10 Project Security and Disaster Recovery Requirements (for hosting vendor)**

- A) Hardware recovery environment: IBM pSeries database servers (or the equivalent); Compaq application server cluster;
- B) Software to be recovered: AIX operating system, Windows 2003 Server operating system, IBM's "DB2 UDB", Sybase EAServer program code running on MD CHESSIE hardware environment;
- C) Data storage: stored in a UDB database serving MD CHESSIE application;
- D) Point of failure recovery: includes methods and procedures to recover the MD CHESSIE database to the point of system failure;
- E) System recovery time: to be defined in the hosting vendor's contract specifications;
- F) Physical backup scheme and frequency: to be defined in the hosting vendor's contract specifications;
- G) Hardware spare parts: hardware maintenance requirements to be defined under the Service Level Agreement section of the hosting vendor's contract;
- H) Workstation configuration: the hosting vendor will develop the workstation configuration requirements and identify the software items for creating a workstation standard image; and
- I) Off-site storage: the hosting vendor will provide off-site storage and related procedures.

### **2.2.11 IT Policy Conformance**

At the request of DHR's Chief Information Officer (CIO), the project team conducted an analysis to determine proper IT standards for MD CHESSIE, established a Database Management System (DBMS), and implemented proper enterprise reporting. The project team embraced a centralized application deployment strategy and adopted DHR's existing DBMS standard to align MD CHESSIE with the existing IT environment. The project team uses Business Objects for enterprise reporting, again adopting the DHR standard and aligning MD CHESSIE with DHR's data warehouse initiative.

### **2.2.12 Interviews**

The TO Contractor shall interview relevant parties as part of the IV&V to include:



- A) Christopher McCabe, DHR Secretary (Project Executive Sponsor), 410-767-7109;
- B) Kirk Grothe, DHR CIO, 410-808-9985 (Cell);
- C) John Gallagher, DHR Deputy CIO, 410-767-7446 or 410-238-1383;
- D) The Project Manager for Deloitte (MD CHESSIE development contractor);
- E) The Project Manager for Bearing Point (MD CHESSIE Quality Assurance contractor);
- F) Representatives from each stakeholder entity listed in Section 2.2.7 Project Stakeholders; and
- G) Other pertinent individuals as identified during the IV&V project execution.

## **2.3 IV&V ASSESSMENT 2 – MIDAS II**

### **2.3.1 Objectives of the IV&V**

The TO Contractor will assess the health of the MIDAS II project focusing on:

- A) Program and project governance as previously demonstrated with DLLR MIDAS as a baseline;
- B) Current project's project management processes and procedures consistent with the policies, guidelines, and methodologies described in Section 2.5 Required Project Policies, Guidelines and Methodologies;
- C) Current project's return on investment described in Section 2.3.8 Project Return on Investment; and
- D) Technical feasibility of the DLLR MIDAS II project.

### **2.3.2 Project Overview**

MIDAS is an optical character recognition and document / image management system. Its major components include four scanning workstations, nine application servers, an Oracle database server, and an optical storage jukebox. For the MIDAS II project, the development contractor is required to implement hardware, software, and database upgrades to the original MIDAS, and migrate existing images and documents to the upgraded system. The current software driving MIDAS was implemented in 1999 and is near the end of its life cycle. Upgrading the system aligns current operating standards and provides improved efficiencies.

### **2.3.3 Project Status**

The MIDAS II project is currently in the planning phase of the SDLC. DLLR is in process of procuring a qualified contractor to execute the project from requirements analysis through the implementation phases of the SDLC.

### **2.3.4 Project Business Needs and Justification**

MIDAS supports a critical, core function of DLLR; i.e., collecting wage and tax data to support the Unemployment Insurance (UI) program. The performance of the current system is affected by age, decreasing reliability of the hardware and software, and increased maintenance. The system cannot adequately support enhancements and modifications to meet DLLR's business needs; e.g. statutory changes requiring system changes. The upgrade of the MIDAS system is essential to DLLR's mission of providing services to the citizens of Maryland.

### **2.3.5 Project IT Architecture**

MIDAS currently resides on servers located in the DLLR UI site and is part of a central network. Data housed on the servers is exchanged with servers at the Annapolis Data Center (ADC) containing the Maryland Automated Benefits System (MABS) and the Employer Tax System. This data exchange supports the process to determine claimant eligibility and collect wage data and employer taxes.

### **2.3.6 Project Stakeholders**

The project stakeholders include: UI staff, employees and wage earners in the State of Maryland.

### **2.3.7 Project Strategic Goals**

MIDAS II is to satisfy the following strategic goals of DLLR:

- A) Prompt eligibility assessments and benefit payments to qualified individuals;
- B) Quick determinations whether new employers must pay UI taxes;
- C) Meet federal goals for timely payment of UI benefits; and
- D) Meet the federal standard of determining an employer's UI Tax liability within 180 days of the business start up.

### **2.3.8 Project Return on Investment**

MIDAS II is to speed the processing of quarterly tax information and enhance the State's performance maintaining the Trust and Special Administrative Expense Funds.

### **2.3.9 Project Security and Disaster Recovery Requirements**

Current DLLR system security requirements will be adopted for MIDAS II, consistent with MABS and DLLR's central network. Disaster recovery requirements for MIDAS II include tape back ups and mirrored servers.

### **2.3.10 IT Policy Conformance**

The contractor selected to develop MIDAS II will comply with architecture and policy standards required by DLLR and the ADC. These standards will be referenced in the TORFP for MIDAS II and subsequent development contract.

### **2.3.11 Interviews**

The TO Contractor shall interview relevant parties as part of the IV&V to include:

- A) Thomas Wendel, Assistant Secretary of DLLR, (Project Executive Sponsor), 410-767-2464;
- B) Rich Prigel, DLLR CIO, 410-767-2880;
- C) Klaus Reichelt, DLLR Deputy CIO, 410-767-2142; and
- D) Other pertinent individuals such as the UI Program Manager and others identified during the IV&V assessment.

## **2.4 DELIVERABLES AND TIME OF PERFORMANCE**

This section is applicable to both Assessment 1 and Assessment 2.

For each written deliverable described in the table below, draft and final, the TO Contractor shall submit to the TO Manager one hard copy and one electronic copy compatible with Microsoft Office 2000, Microsoft Project 2000 and/or Visio 2000.

Except for the bi-weekly "IV&V Status Reports" described in the table below, drafts of all final deliverables are required at least two weeks in advance of when their respective final deliverables are due. Written deliverables defined as draft documents, must demonstrate due diligence in meeting the scope and requirements of the associated final written deliverable. A draft written deliverable may contain negligible text errors, but must:

- A) Be presented in a format appropriate for the subject matter and depth of discussion;
- B) Be organized in a manner that presents a logical flow of the deliverable's content;
- C) Represent relevant, factual information that is current and accurate at the time of submittal; and
- D) Represent significant completeness towards the final written deliverable.

Upon receipt of a final deliverable, the TO Manager shall issue a TO Requesting Agency Receipt of Deliverable form included as Attachment 7, and review the deliverable to validate completeness and quality in meeting requirements. Upon validation, the TO Manager shall issue to the TO Contractor notice of acceptance or rejection of the deliverables in a TO Requesting Agency Acceptance of Deliverable form included as Attachment 8.

In the event of rejection, the TO Contractor shall correct the identified deficiencies or non-conformities. At the discretion of the TO Manager, via written waiver, subsequent project tasks may not continue until deficiencies are

rectified and the deliverable is formally accepted by the TO Manager. Accepted deliverables shall be invoiced within 30 days in the applicable invoice format.

When presented for acceptance, a written deliverable defined as a final document must satisfy the scope and requirements of this TORFP for that deliverable. Final written deliverables shall not contain structural errors such as poor grammar, misspellings or incorrect punctuation, and must:

- A) Be presented in a format appropriate for the subject matter and depth of discussion;
- B) Be organized in a manner that presents a logical flow of the deliverable's content; and
- C) Represent relevant, factual information that is current and accurate at the time of submittal.

The required deliverables and their expected completion from the project kick-off meeting or the issuance of a Notice to Proceed (NTP), are defined in the table below. Deliverables may be submitted earlier than indicated with the express written approval of the TO Manager.

ID	Deliverables and Time of Performance	Expected Completion:
2.4.1	<b>IV&amp;V Project Kick-Off Meeting</b> - The purpose of this meeting is to educate and obtain buy-in from the stakeholders on the IV&V process. The meeting will accomplish the following: define roles and responsibilities, establish logistical details and communication expectations, and provide a discussion of project risk. The TO Contractor will provide an agenda, sign-in sheet, presentation, and other relevant materials for the meeting to the TO Manager in advance. The TO Contractor will facilitate the meeting.	NTP + 14 Calendar Days
2.4.2	<b>Project Status Reports</b> – The TO Contractor shall submit electronically bi-weekly reports detailing IV&V progress for comparison to the IV&V Project Plan, and shall be submitted in advance of status meetings (to be held bi-weekly until after Findings Presentation, then held monthly until the end of the TO Agreement) as requested by the TO Manager. The reports shall contain, at a minimum, the following information: <ul style="list-style-type: none"> <li>A) TO Agreement Number, reporting period, and “IV&amp;V Status Report” to be included in the e-mail subject line;</li> <li>B) Deliverable progress, as a percentage of completion;</li> <li>C) Work accomplished during the reporting period to include risk assessment and response activities;</li> <li>D) Planned activities for the next reporting period to include risk assessment and response activities;</li> <li>E) Revised Gantt chart updated from the original to show actual progress, and as applicable, explanations for variances and plan for completion on schedule; and</li> <li>F) An accounting report for the current reporting period and a cumulative summary of the totals for both the current and previous reporting periods. The accounting report shall list amounts invoiced-to-date, paid-to-date, and the associated deliverables.</li> </ul>	NTP + 14 Calendar Days for first report and bi-weekly until formal acceptance of the final deliverable (See 2.4.8)
2.4.3	<b>IV&amp;V Project Plan</b> – This plan shall describe the background, purpose, and approach consistent with the selected TO Contractor's TO Proposal and include a Gantt chart schedule of tasks and time frames for all IV&V deliverables. Once the TO Manager accepts the IV&V Project Plan, it will become the baseline to gauge schedule variance and TO Contractor performance for all project activities.	Project Kick-Off Meeting Date + 7 Calendar Days

<b>ID</b>	<b>Deliverable and Time of Performance</b>	<b>Expected Completion</b>
<b>2.4.4</b>	<b>IV&amp;V Draft Findings Report</b> – This report shall provide the methods used to perform the IV&V and for reporting IV&V findings consistent with Section 2.2.1 Objectives of the IV&V for MD CHESSIE, or Section 2.3.1 Objectives of the IV&V for MIDAS II.	NTP + 70 Calendar Days
<b>2.4.5</b>	<b>IV&amp;V Final Findings Report</b>	NTP + 84 Calendar Days
<b>2.4.6</b>	<b>IV&amp;V Findings Presentation</b> – This presentation shall be created in PowerPoint for an executive and stakeholder audience and shall describe the IV&V methodology and findings consistent with the IV&V Final Findings Report.	NTP + 85 Calendar Days
<b>2.4.7</b>	<b>IV&amp;V Corrective Action Plan</b> – This plan shall describe findings from the IV&V Final Findings Report where corrective action is recommended, delineate recommended corrective actions, provide a schedule of tasks and time frames for corrective actions, and provide criteria for assessing agency compliance.	NTP + 90 Calendar Days
<b>2.4.8</b>	<b>IV&amp;V Mitigation Progress Report</b> – This report shall assess agency compliance and progress against the Corrective Action Plan and shall require the TO Contractor to monitor the agency’s execution of the Corrective Action Plan. This mitigation progress report will be updated monthly (hence three separate reports) and will be distributed to the Agency’s management team and the TO Manager.	NTP + 120 Calendar Days NTP + 150 Calendar Days NTP + 180 Calendar Days
<b>2.4.9</b>	<b>IV&amp;V Mitigation Progress Presentation</b> – This presentation shall be created in PowerPoint for an executive and stakeholder audience and shall provide an overview of the final Mitigation Progress Report.	NTP + 180 Calendar Days

## **2.5 REQUIRED PROJECT POLICIES, GUIDELINES AND METHODOLOGIES**

For each assessment, the TO Contractor shall be required to comply with all applicable laws, regulations, policies, standards and guidelines affecting information technology projects, which may be created or changed periodically. The TO Contractor shall adhere to and remain abreast of current, new, and revised laws, regulations, policies, standards and guidelines affecting project execution. These may include, but are not limited to:

- A) The State’s SDLC methodology at: [www.dbm.maryland.gov](http://www.dbm.maryland.gov) - keyword: SDLC. Each agency must demonstrate compliance with the SDLC including creation of SDLC documents.
- B) The State’s IT Security Policy and Standards at: [www.dbm.maryland.gov](http://www.dbm.maryland.gov) - keyword: Security Policy. Each agency must demonstrate awareness of and compliance with the State’s IT Security Policy.
- C) The State’s IT Project Oversight at: [www.dbm.maryland.gov](http://www.dbm.maryland.gov) - keyword: IT Project Oversight.
- D) The State’s of Maryland Enterprise Architecture at [www.dbm.maryland.gov](http://www.dbm.maryland.gov) - keyword: Maryland Technical Architecture Framework Guiding Principles.
- E) The TO Contractor shall follow the project management methodologies that are consistent with the Project Management Institute’s Project Management Body of Knowledge Guide. TO Contractor’s staff and subcontractors are to follow a consistent methodology for all TO activities.

## **2.6 TO CONTRACTOR EXPERTISE REQUIRED**

The TO Contractor’s technical TO Proposal(s) must demonstrate a high level of expertise by the TO Contractor in performing an IV&V consistent with Sections 2.2 IV&V Assessment 1 - MD CHESSIE and/or 2.3 IV&V

Assessment 2 - MIDAS II, and the policies, guidelines and methodologies in Section 2.5 Required Project Policies, Guidelines and Methodologies.

In addition, the TO Contractor shall be capable of furnishing all necessary services required to successfully complete all tasks and work requirements and produce high quality deliverables described herein. The TO Contractor shall demonstrate, in the technical TO Proposal(s), that expertise is available in-house or through fostered strategic alliances with other firms for providing such services:

## **2.7 TO CONTRACTOR PERSONNEL MINIMUM QUALIFICATIONS**

The following personnel minimum qualifications are mandatory for each of the assessments.

- A) Project Manager with three to five years of experience performing IV&V work on IT development projects comparable in scope, budget and timeframe to MD CHESSIE and/or MIDAS II; and
- B) Project Manager with successful completion of at least three projects of similar scope, size, and complexity of each assessment.

## **2.8 INVOICING**

Payment will only be made upon completion and acceptance of the deliverables as defined in Section 2.4 Deliverables and Time of Performance.

Invoice payments to the TO Contractor shall be governed by the terms and conditions defined in the CATS Master Contract. Invoices for payment shall contain the TO Contractor's Federal Employer Identification Number, as well as the information described below, and must be submitted to the TO Manager for payment approval. Payment of invoices will be withheld if a signed TO Requesting Agency Acceptance of Deliverable form included as Attachment 8, is not submitted.

The TO Contractor shall submit invoices for payment upon acceptance of separately priced deliverables, on or before the 15<sup>th</sup> day of the month following receipt of the approved notice(s) of acceptance from the TO Manager. A copy of the notice(s) of acceptance shall accompany all invoices submitted for payment.

### **2.8.1 INVOICE SUBMISSION PROCEDURE**

This procedure consists of the following requirements and steps:

- A) The invoice shall identify the DBM, OIT, PMO as the TO Requesting Agency, deliverable description, associated TO Agreement number, date of invoice, period of performance covered by the invoice, and a TO Contractor point of contact with telephone number.
- B) The TO Contractor shall send the original of each invoice and supporting documentation (itemized billing reference for employees and any subcontractor and signed Acceptance of Deliverable form included as Attachment 8, for each deliverable being invoiced) submitted for payment to the DBM/OIT at the following address:

Director, Fiscal Services  
Maryland DBM/OIT  
45 Calvert Street, Room 434  
Annapolis, Maryland 21401
- C) Invoices for final payment shall be clearly marked as "FINAL" and submitted when all work requirements have been completed and no further charges are to be incurred under the TO Agreement. In no event shall any invoice be submitted later than 60 calendar days from the TO Agreement termination date.

## **2.9 CHANGE ORDERS**

If the TO Contractor is required to perform additional work, or if there is a work reduction due to unforeseen scope changes, the TO Contractor and TO Manager shall negotiate a mutually acceptable price modification based on the TO Contractor's proposed rates in the Master Contract and SOW change. No SOW modifications shall be performed until a change order is executed by the TO Procurement Officer.

## **SECTION 3 - TO PROPOSAL FORMAT AND SUBMISSION REQUIREMENTS**

### **3.1 REQUIRED RESPONSE**

Each Master Contractor receiving this CATS TORFP must respond within the submission time designated in the Key Information Summary Sheet. Each Master Contractor is required to submit one of two possible responses: 1) a TO Proposal(s) or 2) a completed Notice to Master Contractors Assessment 1 or Assessment 2 form included as Attachments 11 and 11A respectively explaining why the Master Contractor will not be submitting a TO Proposal(s).

### **3.2 FORMAT**

If a Master Contractor elects to submit a TO Proposal(s), the Master Contractor shall do so in conformance with the requirements of this CATS TORFP. Master Contractors submitting for both assessments shall submit a separate TO Proposal for each assessment. A TO Proposal shall provide the following:

#### **3.2.1 THE TECHNICAL RESPONSE OF EACH TO PROPOSAL SHALL INCLUDE (Submit a separate technical response for each assessment proposed).**

##### **A) Proposed Services**

- 1) Executive Summary: An overview demonstrating the Master Contractor's understanding of the background, purpose, and objectives of the project.
- 2) Proposed Solution: A detailed discussion of the Master Contractor's understanding of the work entailed to address the requirements outlined in Section 2 - Scope of Work and how the Master Contractor proposes to satisfy the requirements.
- 3) Assumptions: A description of any assumptions formed by the Master Contractor's in developing the Technical Proposal.
- 4) Initial Risk Assessment: Identification and prioritization of risks inherent in meeting the requirements in Section 2 - Scope of Work and a description of strategies to mitigate, accept, or transfer identified risks. Ongoing risk assessment will be an element of the bi-weekly "IV&V Status Reports" deliverable described in Section 2.4.2 IV&V Status Reports.
- 5) Initial IV&V Project Plan: A first iteration of the "IV&V Project Plan" deliverable described in Section 2.4.3 IV&V Project Plan. The actual deliverable and associated Gantt chart will become the baseline for TO monitoring against the bi-weekly "IV&V Status Report" described in Section 2.4.2 IV&V Status Reports.
- 6) Work Breakdown Structure (WBS): A WBS chart showing the IV&V Project Deliverables listed in Section 2.4 Deliverables and Time of Performance, broken down into activities required to produce each deliverable. The WBS also must show personnel assigned, and work hours estimated, for each activity.

##### **B) Proposed Personnel**

- 1) Identify and provide resumes for all proposed personnel by labor category.
- 2) Provide the names and titles of all key management personnel who will be involved with supervising the services rendered under this TO Agreement.
- 3) Complete and provide Attachment 5 - Labor Classification Personnel Resume Summary.

##### **C) MBE Participation**

- 1) Submit completed MBE documents Attachment 2 - Forms D-1 Certified MBE Utilization and Fair Solicitation Affidavit, and D-2 MBE Participation Schedule.

D) Subcontractors

- 1) Identify all proposed subcontractors, including MBEs, and their full roles in the performance of the work described in Section 2 - Scope of Work.

E) Master Contractor and Subcontractor Experience and Capabilities

- 1) Provide three examples of projects that you have completed that were similar in scope to the one defined in this TORFP SOW. Each of the three examples must include a reference complete with the following:
  - A) Name of organization for whom the work was performed.
  - B) Name, title, and telephone number of point-of-contact for the reference.
  - C) Type and duration of contract(s) supporting the reference.
  - D) The services provided, scope of the contract and performance objectives satisfied as they relate to the scope of this TORFP.
  - E) Whether the Master Contractor is still providing these services and, if not, an explanation of why it is no longer providing the services to the client organization.

F) Proposed Facility

- 1) Identify Master Contractor's facilities, including address, from which any work will be performed.

G) State Assistance

- 1) Provide an estimate of expectation concerning participation by State personnel.

H) Confidentiality

- 1) A Master Contractor should give specific attention to the identification of those portions of its proposal that it considers confidential, proprietary commercial information or trade secrets, and provide justification why such materials, upon request, should not be disclosed by the State under the Public Information Act, Title 10, Subtitle 6, of the State Government Article of the Annotated Code of Maryland. Contractors are advised that, upon request for this information from a third party, the TO Procurement Officer will be required to make an independent determination regarding whether the information may be disclosed.

**3.2.2 THE FINANCIAL RESPONSE OF THE TO PROPOSAL SHALL INCLUDE (Submit a separate financial response for each assessment proposed.)**

- A) A description of any assumptions on which the Master Contractor's Financial Proposal is based;
- B) Completed Financial Proposal – Attachment 1, including:
  - 1) TORFP and Assessment #.
  - 2) Fixed-price dollar figures rounded to the nearest whole dollar.

## **SECTION 4 - PROCEDURE FOR AWARDING A TO AGREEMENT**

### **4.1 EVALUATION CRITERIA**

Up to two TO Contractors (one for each assessment) will be selected from among all eligible Master Contractors within the appropriate functional area responding to this CATS TORFP. DBM reserves the right to make awards to award both IV&V assessments to one Master Contractor. In making the TO Agreement award determination, the TO Requesting Agency will consider all information submitted in accordance with Section 3 - TO Proposal Format and Submission Requirements.

### **4.2 TECHNICAL CRITERIA**

The following are technical criteria for evaluating a TO Proposal, for both assessments, in descending order of importance.

- A) Qualifications of the Master Contractor's proposed personnel in meeting the minimum qualifications set forth in the Master Contract and Section 2 - Scope of Work of this TORFP.
- B) Qualifications of the Master Contractor in meeting the minimum qualifications set forth in Section 2 - Scope of Work of this TORFP.
- C) Overall understanding of the work required, quality of the approach, schedule and methodology for completing the requirements of this TORFP, and proposed solution.
- D) Experience, capability and references for the Master Contractor and proposed subcontractors.
- E) Reporting mechanism for ensuring that project schedules are met.

### **4.3 SELECTION PROCEDURES**

- A) TO Proposals deemed technically qualified will have their financial proposal considered. All others will receive e-mail notice from the TO Procurement Officer of not being selected to perform the work.
- B) Qualified TO Proposal financial responses will be reviewed and ranked from lowest to highest price proposed.
- C) The most advantageous TO Proposal offer considering technical and financial submission shall be selected for the work assignment. In making this selection, technical merit will receive greater weight than price.

### **4.4 COMMENCEMENT OF WORK UNDER A TO AGREEMENT**

Commencement of work in response to a TO Agreement for both assessments shall be initiated only upon issuance of a fully executed TO Agreement and Non-Disclosure Agreement, Purchase Order, and by a NTP authorized by the TO Procurement Officer.



## ATTACHMENT 1 - PRICE PROPOSAL FORM

Identification	Deliverable	Proposed Price
2.4.3	IV&V Project Management Plan	
2.4.5	IV&V Final Findings Report	
2.4.7	IV&V Corrective Action Plan	
2.4.8	IV&V Mitigation Progress Report	
Total Proposed Fixed Price		

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Authorized Individual Name

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Company Name

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Title

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Company Tax ID #

SUBMIT AS REQUIRED IN SECTION 3.2.2 OF THE TORFP.

## **ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE (MBE) FORMS**

### **TO CONTRACTOR MBE REPORTING REQUIREMENTS**

#### **CATS TORFP #F10P6200496 AND #F10P6200497**

These instructions are meant to accompany the customized reporting forms sent to you by the TO Manager. If, after reading these instructions, you have additional questions or need further clarification, please contact the TO Manager immediately.

1. As the TO Contractor, you have entered into a TO Agreement with the State of Maryland. As such, your company/firm is responsible for successful completion of all deliverables under the TO Agreement, including your commitment to making a good faith effort to meet the MBE participation goal(s) established for this TORFP. Part of that effort, includes submission of monthly reports to the State regarding the previous month's MBE payment activity. Reporting forms D-5 (TO Contractor Paid/Unpaid MBE Invoice Report) and D-6 (Subcontractor Paid/Unpaid MBE Invoice Report) are attached for your use and convenience.
2. The TO Contractor must complete a separate form D-5 for each MBE subcontractor for each month of the TO Agreement and submit one copy to each of the locations indicated at the bottom of the form. The report is due not later than the 15<sup>th</sup> of the month following the month that is being reported. For example, the report for January's activity is due not later than the 15<sup>th</sup> of February. With the approval of the TO Manager, the report may be submitted electronically. Note: Reports are required to be submitted each month, regardless of whether there was any MBE payment activity for the reporting month.
3. The TO Contractor is responsible for ensuring that each subcontractor receives a copy (e-copy and/or hard copy) of form D-6. The TO Contractor should make sure that the subcontractor receives all the information necessary to complete the form properly, i.e., all of the information located in the upper right corner of the form. It may be wise to customize form D-6 (upper right corner of the form) for the subcontractor the same as the form D-5 was customized by the TO Manager for the benefit of the TO Contractor. This will help to minimize any confusion for those who receive and review the reports.
4. It is the responsibility of the TO Contractor to make sure that all subcontractors submit reports not later than the 15<sup>th</sup> of each month regardless of whether there was any MBE payment activity for the reporting month. Actual payment data is verified and entered into the State's financial management tracking system from the subcontractor's D-6 report only. Therefore, if the subcontractor(s) do not submit their D-6 payment reports, the TO Contractor cannot and will not be given credit for subcontractor payments, regardless of the TO Contractor's proper submission of the form D-5. The TO Manager will contact the TO Contractor if reports are not received each month from either the prime TO Contractor or any of the identified subcontractors. The TO Contractor must promptly notify the TO Manager if, during the course of the contract, a new MBE subcontractor is utilized.

## ATTACHMENT 2 – MBE FORMS

### FORM D-1

#### CERTIFIED MBE UTILIZATION AND FAIR SOLICITATION AFFIDAVIT

This document shall be included with the submittal of the Offeror's TO Proposal for each assessment proposed. If the Offeror fails to submit this form with the TO Proposal for each assessment proposed, the TO Procurement Officer shall determine that the Offeror's TO Proposal is not reasonably susceptible of being selected for award.

In conjunction with the offer submitted in response to TORFP No. \_\_\_\_\_, I affirm the following:

1. I acknowledge the overall certified MBE participation goal of \_\_\_\_ percent and, if specified in the TORFP, sub-goals of \_\_\_\_ percent for MBEs classified as African American-owned and \_\_\_\_ percent for MBEs classified as women-owned. I have made a good faith effort to achieve this goal.

OR

After having made a good faith effort to achieve the MBE participation goal, I conclude I am unable to achieve it. Instead, I intend to achieve an MBE goal of \_\_\_\_\_ percent and request a waiver of the remainder of the goal. If I am the apparent TORFP awardee, I will submit written waiver documentation that complies with COMAR 21.11.03.11 within 10 business days of receiving notification that our firm is the apparent low bidder or the apparent awardee.

2. I have identified the specific commitment of certified MBE by completing and submitting an MBE Participation Schedule (Attachment D-2) with the TO Proposal.
3. I acknowledge that the MBE subcontractors/suppliers listed in the MBE Participation Schedule will be used to accomplish the percentage of MBE participation that I intend to achieve.
4. I understand that if I am notified that I am the apparent TO awardee, I must submit the following documentation within 10 working days of receiving notice of the potential award or from the date of conditional award (per COMAR 21.11.03.10), whichever is earlier.
  - (a) Outreach Efforts Compliance Statement (Attachment D-3)
  - (b) Subcontractor Project Participation Statement (Attachment D-4)
  - (c) MBE Waiver Documentation per COMAR 21.11.03.11 (if applicable)
  - (d) Any other documentation required by the TO Procurement Officer to ascertain offeror's responsibility in connection with the certified MBE participation goal.

If I am the apparent TORFP awardee, I acknowledge that if I fail to return each completed document within the required time, the TO Procurement Officer may determine that I am not responsible and therefore not eligible for TORFP award. If the TORFP has already been awarded, the award is voidable.

5. In the solicitation of subcontract quotations or offers, MBE subcontractors were provided not less than the same information and amount of time to respond as were non-MBE subcontractors.

I solemnly affirm under the penalties of perjury that the contents of this paper are true to the best of my knowledge, information, and belief.

\_\_\_\_\_  
Offeror Name

\_\_\_\_\_  
Signature of Affiant

\_\_\_\_\_  
Address

\_\_\_\_\_  
Printed Name, Title

\_\_\_\_\_  
Date

**SUBMIT SIGNED AS A .PDF FILE WITH THE TECHNICAL RESPONSE AS  
REQUIRED IN SECTIONS 1.3 AND 1.4 OF THE TORFP.**

## ATTACHMENT 2 – MBE FORMS

### FORM D-2

#### MBE PARTICIPATION SCHEDULE

This document shall be included with the submittal of the TO Proposal for each assessment proposed. If the Offeror fails to submit this form with the TO Proposal for each assessment proposed, the TO Procurement Officer shall determine that the TO Proposal is not reasonably susceptible of being selected for award.

Prime TO Contractor (Firm Name, Address, Phone)	Task Order Description
TO Agreement Number _____	
List Information For Each Certified MBE Subcontractor On This Project	
Minority Firm Name	MBE Certification Number
Work To Be Performed	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed	
Percentage of Total Contract	

USE ATTACHMENT D-2 CONTINUATION PAGE AS NEEDED

#### SUMMARY

<b>TOTAL MBE PARTICIPATION:</b>	<u>          %</u>
<b>TOTAL WOMAN-OWNED MBE PARTICIPATION:</b>	<u>          %</u>
<b>TOTAL AFRICAN AMERICAN-OWNED MBE PARTICIPATION:</b>	<u>          %</u>

Document Prepared By: (Please print or type.)

Name: \_\_\_\_\_ Title: \_\_\_\_\_

SUBMIT SIGNED AS A .PDF FILE WITH THE TECHNICAL RESPONSE  
AS REQUIRED IN SECTIONS 1.3 AND 1.4 OF THE TORFP.

## ATTACHMENT 2 – MBE FORMS

### FORM D-2

#### MBE PARTICIPATION SCHEDULE (CONTINUED)

List Information For Each Certified MBE Subcontractor On This Project	
Minority Firm Name	MBE Certification Number
Work To Be Performed	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed	
Percentage of Total Contract	

**SUBMIT AS A .PDF FILE WITH THE TECHNICAL RESPONSE  
AS REQUIRED IN SECTIONS 1.3 AND 1.4 OF THE TORFP.**

## ATTACHMENT 2 – MBE FORMS

### FORM D-3

#### OUTREACH EFFORTS COMPLIANCE STATEMENT

In conjunction with the offer submitted in response to TORFP # \_\_\_\_\_, I state the following:

1. Offeror identified opportunities to subcontract in these specific work categories:
2. Attached to this form are copies of written solicitations (with bidding instructions) used to solicit certified MBEs for these subcontract opportunities.
3. Offeror made the following attempts to contact personally the solicited MBEs:

4. ☐ /Offeror assisted MBEs to fulfill or to seek waiver of bonding requirements.

(DESCRIBE EFFORTS)

☐ This project does not involve bonding requirements.

5. ☐ Offeror did/did not attend the pre-proposal conference

☐ No pre-proposal conference was held.

\_\_\_\_\_  
Offeror Name

By:

\_\_\_\_\_  
Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**SUBMIT WITHIN 10 WORKING DAYS OF RECEIVING NOTIFICATION OF AWARD.**

## ATTACHMENT 2 – MBE FORMS

### FORM D-4

#### SUBCONTRACTOR PROJECT PARTICIPATION STATEMENT

**SUBMIT ONE FORM FOR EACH CERTIFIED MBE LISTED IN THE MBE PARTICIPATION SCHEDULE**

Provided that \_\_\_\_\_ is awarded the TO Agreement in  
(Prime TO Contractor Name)

conjunction with TORFP No. \_\_\_\_\_, it and \_\_\_\_\_,  
(Subcontractor Name)

MDOT Certification No. \_\_\_\_\_, intend to enter into a contract by which the subcontractor shall:

(Describe work to be performed by MBE):

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- ☐ No bonds are required of Subcontractor
- ☐ The following amount and type of bonds are required of Subcontractor:

By:

By:

\_\_\_\_\_  
Prime TO Contractor Signature

\_\_\_\_\_  
Subcontractor Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**SUBMIT WITHIN 10 WORKING DAYS OF RECEIVING NOTIFICATION OF AWARD.**



## ATTACHMENT 2 MBE FORMS

### FORM D-5

#### MBE PARTICIPATION TO CONTRACTOR PAID/UNPAID INVOICE REPORT

Report #: _____	CATS TORFP # _____
Reporting Period (Month/Year): _____	Contracting Unit _____
<b>Report is due by the 15<sup>th</sup> of the following month.</b>	Contract Amount _____
	MBE Sub Contract Amt _____
	Contract Begin Date _____
	Contract End Date _____
	Services Provided _____

Prime TO Contractor:		Contact Person:	
Address:			
City:		State:	ZIP:
Phone:	FAX:		
Subcontractor Name:		Contact Person:	
Phone:	FAX:		
Subcontractor Services Provided:			
<b>List all unpaid invoices over 30 days old received from the MBE subcontractor named above:</b>			
1.			
2.			
3.			
Total Dollars Unpaid: \$ _____			

**\*\*If more than one MBE subcontractor is used for this contract, please use separate forms.**

**Return one copy of this form to the following address:**

Robert Krauss, TO Manager DBM/OIT/PMO 45 Calvert Street Annapolis, MD 21401 <a href="mailto:rkrauss@dbm.state.md.us">rkrauss@dbm.state.md.us</a>	Susan S. Woomer, TO Procurement Officer DBM/OIT/PLO 45 Calvert Street, Room 445 Annapolis, Maryland 21401 <a href="mailto:oitplo@dbm.state.md.us">oitplo@dbm.state.md.us</a>
--	--

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**SUBMIT AS REQUIRED IN THE TO CONTRACTOR MBE REPORTING REQUIREMENTS SECTIONS 1 THROUGH 4.**

## ATTACHMENT 2 – MBE FORMS

### FORM D-6

#### MBE PARTICIPATION SUBCONTRACTOR PAID/UNPAID INVOICE REPORT

Report #: _____	CATS TORFP # _____		
Reporting Period (Month/Year): ____/____	Contracting Unit _____		
<b>Report Due By the 15<sup>th</sup> of the following month.</b>	Contract Amount _____		
	MBE Sub Contract Amt _____		
	Contract Begin Date _____		
	Contract End Date _____		
Services Provided _____			
MBE Subcontractor Name: _____			
MDOT Certification #: _____			
Contact Person: _____			
Address: _____			
City: _____		State: _____	ZIP: _____
Phone: _____		FAX: _____	
Subcontractor Services Provided: _____			
<b>List all payments received from Prime TO Contractor during reporting period indicated above.</b> 1. _____ 2. _____ 3. _____ <b>Total Dollars Paid: \$</b> _____		<b>List dates and amounts of any unpaid invoices over 30 days old.</b> 1. _____ 2. _____ 3. _____ <b>Total Dollars Unpaid: \$</b> _____	
Prime TO Contractor: _____		Contact Person: _____	

**Return one copy of this form to the following address:**

Robert Krauss, TO Manager DBM/OIT/PMO 45 Calvert Street Annapolis, MD 21401 <a href="mailto:rkrauss@dbm.state.md.us">rkrauss@dbm.state.md.us</a>	Susan S. Woomer, TO Procurement Officer DBM/OIT/PLO 45 Calvert Street, Room 445 Annapolis, Maryland 21401 <a href="mailto:oitplo@dbm.state.md.us">oitplo@dbm.state.md.us</a>
--	--

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**SUBMIT AS REQUIRED IN THE TO CONTRACTOR MBE REPORTING REQUIREMENTS, SECTIONS 1 THROUGH 4.**

## ATTACHMENT 3 – TASK ORDER AGREEMENT

CATS TORFP# \_\_\_\_\_ OF MASTER CONTRACT #050R5800338

This Task Order Agreement (“TO Agreement”) is made this \_\_\_\_ day of MONTH, 2006 by and between the Task Order Contractor (TO Contractor) and the STATE OF MARYLAND, Department of Budget and Management (DBM).

IN CONSIDERATION of the mutual premises and the covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Definitions. In this TO Agreement, the following words have the meanings indicated:
  - a. “CATS TORFP” means the Task Order Request for Proposals # F10P6200496 and/or F10P6200497, dated February 16, 2006, including any addenda.
  - b. “Master Contract” means the CATS Master Contract between DBM and the Master Contractor dated December 19, 2005.
  - c. “SBR Master Contractor” means Master Contractor for purposes of this TORFP.
  - d. “TO Procurement Officer” means Susan S. Woomer. DBM may change the TO Procurement Officer at any time by written notice to the TO Contractor.
  - e. “TO Agreement” means this signed TO Agreement between DBMTO and TO Contractor.
  - f. “TO Contractor” means the CATS Master Contractor awarded this TO Agreement, whose principal business address is \_\_\_\_\_ and whose principal office in Maryland is \_\_\_\_\_.
  - g. “TO Manager” means Robert Krauss of DBM. DBM may change the TO Manager at any time by written notice to the TO Contractor.
  - h. “TO Proposal - Technical” means the TO Contractor’s technical response to the CATS TORFP dated MONTH DAY, YEAR of TO Proposal – Technical.
  - i. “TO Proposal – Financial” means the Task Order Contractor’s financial response to the CATS TORFP dated MONTH DAY, YEAR of TO Proposal - Financial.
  - j. “TO Proposal” collectively refers to the TO Proposal – Technical and TO Proposal – Financial.
  - k. “TO Requesting Agency” means the Department of Budget and Management, as identified in the CATS TORFP.
2. Scope of Work
  - 2.1 This TO Agreement incorporates all of the terms and conditions of the Master Contract and shall not in any way amend, conflict with or supercede the Master Contract.
  - 2.2 The TO Contractor shall, in full satisfaction of the specific requirements of this TO Agreement, provide the services set forth in Section 2 - Scope of Work of the CATS TORFP. These services shall be provided in accordance with the Master Contract, this TO Agreement, and the following Exhibits, which are attached and incorporated herein by reference. If there is any conflict among the Master Contract, this TO Agreement, and these Exhibits, the terms of the Master Contract shall govern. If there is any conflict between this TO Agreement and any of these Exhibits, the following order of precedence shall determine the prevailing provision:

- a. The TO Agreement,
- b. Exhibit A – CATS TORFP;
- c. Exhibit B – TO Proposal-Technical; and
- d. Exhibit C – TO Proposal-Financial.

2.3 The TO Procurement Officer may, at any time, by written order, make changes in the work within the general scope of the TO Agreement. No other order, statement or conduct of the TO Procurement Officer or any other person shall be treated as a change or entitle the TO Contractor to an equitable adjustment under this section. Except as otherwise provided in this TO Agreement, if any change under this section causes an increase or decrease in the TO Contractor's cost of, or the time required for, the performance of any part of the work, whether or not changed by the order, an equitable adjustment in the TO Agreement price shall be made and the TO Agreement modified in writing accordingly. The TO Contractor must assert in writing its right to an adjustment under this section within thirty (30) days of receipt of written change order and shall include a written statement setting forth the nature and cost of such claim. No claim by the TO Contractor shall be allowed if asserted after final payment under this TO Agreement. Failure to agree to an adjustment under this section shall be a dispute under the Disputes clause of the Master Contract. Nothing in this section shall excuse the TO Contractor from proceeding with the TO Agreement as changed.

### 3. Time for Performance

Unless terminated earlier as provided in the Master Contract, the TO Contractor shall provide the services described in the TO Proposal and in accordance with the CATS TORFP upon receipt of a NTP from the TO Manager. The term of this TO Agreement is for a period of insert time for performance, commencing on the date of NTP and terminating on **MONTH DAY, YEAR**.

### 4. Consideration and Payment

- 4.1 The consideration to be paid the TO Contractor shall be done so in accordance with the CATS TORFP and shall not exceed the total dollar amount of task order. Any work performed by the TO Contractor in excess of the not-to-exceed ceiling amount of the TO Agreement without the prior written approval of the TO Manager is at the TO Contractor's risk of non-payment. See Section 2.9 Change Orders of the TORFP.
- 4.2 Payments to the TO Contractor shall be made as outlined Section 2 - Scope of Work of the CATS TORFP, but no later than thirty (30) days after the TO Requesting Agency's receipt of an invoice for services provided by the TO Contractor, acceptance by the TO Requesting Agency of services provided by the TO Contractor, and pursuant to the conditions outlined in Section 4 of this Agreement.
- 4.3 Each invoice for services rendered must include the TO Contractor's Federal Employer Identification Number. Charges for late payment of invoices other than as prescribed by Title 15, Subtitle 1, of the State Finance and Procurement Article, Annotated Code of Maryland, as from time-to-time amended, are prohibited. Invoices must be submitted to the TO Manager unless otherwise specified herein.
- 4.4 In addition to any other available remedies, if, in the opinion of the TO Procurement Officer, the TO Contractor fails to perform in a satisfactory and timely manner, the TO Procurement Officer may refuse or limit approval of any invoice for payment, and may cause payments to the TO Contractor to be reduced or withheld until such time as the TO Contractor meets performance standards as established by the TO Procurement Officer.

IN WITNESS THEREOF, the parties have executed this TO Agreement as of the date hereinabove set forth.

TO Contractor Name

\_\_\_\_\_  
By: Type or Print TO Contractor POC

\_\_\_\_\_  
Date

Witness: \_\_\_\_\_

STATE OF MARYLAND, TO Requesting Agency

\_\_\_\_\_  
By: TO Procurement Officer

\_\_\_\_\_  
Date

Witness: \_\_\_\_\_

## **ATTACHMENT 4 - CONFLICT OF INTEREST AFFIDAVIT AND DISCLOSURE**

- A) "Conflict of interest" means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the State, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage.
- B) "Person" has the meaning stated in COMAR 21.01.02.01B(64) and includes a Bidder, Offeror, Contractor, consultant, or subcontractor or subconsultant at any tier, and also includes an employee or agent of any of them if the employee or agent has or will have the authority to control or supervise all or a portion of the work for which a bid or offer is made.
- C) The Offeror warrants that, except as disclosed in Section D, below, there are no relevant facts or circumstances now giving rise or which could, in the future, give rise to a conflict of interest.
- D) The following facts or circumstances give rise or could in the future give rise to a conflict of interest (explain in detail—attach additional sheets as necessary):
- E) The Offeror agrees that if an actual or potential conflict of interest arises after the date of this affidavit, the or Offeror shall immediately make a full disclosure in writing to the procurement officer of all relevant facts and circumstances. This disclosure shall include a description of actions which the Offeror has taken and proposes to take to avoid, mitigate, or neutralize the actual or potential conflict of interest. If the TO Agreement has been awarded and performance of the TO Agreement has begun, the TO Contractor shall continue performance until notified by the TO Procurement Officer of any contrary action to be taken.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

Date: \_\_\_\_\_ By: \_\_\_\_\_

(Authorized Representative and Affiant)

**SUBMIT WITH THE TECHNICAL RESPONSE.**

## **ATTACHMENT 5 - LABOR CLASSIFICATION PERSONNEL RESUME SUMMARY**

### **INSTRUCTIONS:**

1. Master Contractors must comply with all personnel requirements under the Master Contract RFP 050R5800338.
2. Only labor classifications proposed in the Master Contractors Technical proposal may be proposed under the CATS TORFP process.
3. For each person proposed in any of the labor classifications, complete one Labor Classification Personnel Resume Summary to document how the proposed person meets each of the minimum requirements.

For example: If you propose John Smith who is your subcontractor and you believe he meets the requirements of the Group Facilitator, you will complete the top section of the form by entering John Smith's name and the subcontractor's company name. You will then complete the right side of the Group Facilitator form documenting how the individual meets each of the requirements. Where there is a time requirement such as three months experience, you must provide the dates from and to showing an amount of time that equals or exceeds mandatory time requirement.

4. Each form also includes examples of duties to perform. The proposed person must be able to fulfill those duties.
5. For each subject matter expert, the State will identify the particular area of expertise and the Master Contractor shall provide proof the individual has qualifications within that area of expertise.
6. Additional information may be attached to each Labor Classification Personnel Resume Summary that may assist a full and complete understanding of the individual being proposed.

## ATTACHMENT 5 – LABOR CLASSIFICATION PERSONNEL RESUME SUMMARY (CONTINUED)

Proposed Individual's Name/Company:	How does the proposed individual meet each requirement?
<b>LABOR CLASSIFICATION TITLE – (INSERT LABOR CATEGORY NAME)</b>	
Education: (Insert the education description from the CATS RFP from Section 2.12 for the applicable labor category.)	
Experience: (Insert the experience description from the CATS RFP from Section 2.12 for the applicable labor category.)	
Duties: (Insert the duties description from the CATS RFP from Section 2.12 for the applicable labor category.)	

The information provided on this form for this labor class is true and correct to the best of my knowledge:

**Master Contractor's Contract Administrator:**

Signature	Date

**Proposed Individual:**

Signature	Date

**SUBMIT WITH THE TECHNICAL THE RESPONSE.**



## **ATTACHMENT 6 – DIRECTIONS TO THE PRE-TO PROPOSAL CONFERENCE**

### **From Baltimore Area:**

- Take I-97 off the Baltimore Beltway heading south to Annapolis.
- I-97 will end and turn into Route 50 East.
- Take Rowe Blvd. exit toward downtown Annapolis.

### **From the Eastern Shore or Route 2:**

- Cross the Severn River Bridge and exit on Rowe Blvd.

### **From Either Direction:**

- Follow Rowe Blvd. to the third traffic light.
- Stay to the right when the road splits before the Treasury Building.
- Turn right onto Calvert St.
- 45 Calvert Street is the first building immediately on the right.
- Room 164 is on the first floor.
- Stop and register with the Security Guard; you will be directed to Room 164.

### **Parking:**

- The closest garage is next to 45 Calvert St. but must be entered from Clay St. This is the second right turn after turning onto Calvert St. Turn right onto Clay St. immediately after passing 45 Calvert St.
- Another garage is available about a half of a block down from 45 Calvert St. on the left, called Gotts' Garage.
- There is also limited metered parking available on Calvert and surrounding streets.

## **ATTACHMENT 7 - TO REQUESTING AGENCY RECEIPT OF DELIVERABLE**

I acknowledge receipt of the following:

IV&V Assessment Name: \_\_\_\_\_

TO Agreement Number: #\_\_\_\_\_

Title of Deliverable: \_\_\_\_\_

TORFP Reference Section Number: \_\_\_\_\_

Deliverable Reference ID Number: \_\_\_\_\_

Name of TO Manager: Robert Krauss

\_\_\_\_\_

TO Manager Signature

\_\_\_\_\_

Date Signed

Name of TO Contractor's Project Manager: \_\_\_\_\_

\_\_\_\_\_

TO Contractor's Project Manager Signature

\_\_\_\_\_

Date Signed

**SUBMIT AS REQUIRED IN SECTION 2.4 DELIVERABLES AND TIME OF PERFORMANCE OF THE TORFP.**

## ATTACHMENT 8 - TO REQUESTING AGENCY ACCEPTANCE OF DELIVERABLE

TO Requesting Agency Name: Department of Budget and Management, Office of Information Technology,  
Project Management Office

IV&V Assessment Name:

TO Manager: Robert Krauss, 410-260-6135

**To: TO Contractor's Contract Manager**

The following deliverable, as required by TO Agreement #\_\_\_\_\_, has been received and reviewed in accordance with the TORFP.

Title of deliverable: \_\_\_\_\_

TORFP Reference Number: Section # \_\_\_\_\_

Deliverable Reference ID # \_\_\_\_\_

This deliverable:

☐ Is accepted as delivered.

☐ Is rejected for the reason(s) indicated below.

REASON(S) FOR REJECTING DELIVERABLE:

OTHER COMMENTS:

\_\_\_\_\_  
TO Manager Signature

\_\_\_\_\_  
Date Signed

ISSUED BY THE TO MANAGER AS REQUIRED IN SECTION 2.4 DELIVERABLES AND TIME OF PERFORMANCE OF THE TORFP.

February 17, 2006

## ATTACHMENT 9 - NON-DISCLOSURE AGREEMENT (OFFEROR)

This Non- Disclosure Agreement (the "Agreement") is made this \_\_\_\_ day of \_\_\_\_\_ 200\_, by and between \_\_\_\_\_ (hereinafter referred to as "the OFFEROR") and the State of Maryland (hereinafter referred to as "the State").

OFFEROR warrants and represents that it intends to submit a TO Proposal in response to CATS TORFP #\_\_\_\_\_ for TORFP Project \_\_\_\_\_. In order for the OFFEROR to submit a TO Proposal, it will be necessary for the State to provide the OFFEROR with access to certain confidential information including, but not limited, to \_\_\_\_\_. All such information provided by the State shall be considered Confidential Information regardless of the form, format, or media upon which or in which such information is contained or provided, regardless of whether it is oral, written, electronic, or any other form, and regardless of whether the information is marked as "Confidential Information". As a condition for its receipt and access to the Confidential Information described in Section 1.7 Non-Disclosure Agreement of the TORFP, OFFEROR agrees as follows:

1. OFFEROR will not copy, disclose, publish, release, transfer, disseminate or use for any purpose in any form any Confidential Information received under Section 1.7 Non-Disclosure Agreement of the TORFP, except in connection with the preparation of its TO Proposal.
2. Each employee or agent of the OFFEROR who receives or has access to the Confidential Information shall execute a copy of this Agreement and the OFFEROR shall provide originals of such executed Agreements to the State. Each employee or agent of the OFFEROR who signs this Agreement shall be subject to the same terms, conditions, requirements and liabilities set forth herein that are applicable to the OFFEROR.
3. OFFEROR shall return the Confidential Information to the State within five business days of the State's Notice of recommended award. If the OFFEROR does not submit a Proposal, the OFFEROR shall return the Confidential Information to Susan S. Woomer (TO Procurement Officer) Department of Budget and Management on or before the due date for Proposals.
4. OFFEROR acknowledges that the disclosure of the Confidential Information may cause irreparable harm to the State and agrees that the State may obtain an injunction to prevent the disclosure, copying, or other impermissible use of the Confidential Information. The State's rights and remedies hereunder are cumulative and the State expressly reserves any and all rights, remedies, claims and actions that it may have now or in the future to protect the Confidential Information and/or to seek damages for the OFFEROR'S failure to comply with the requirements of this Agreement. The OFFEROR consents to personal jurisdiction in the Maryland State Courts.
5. In the event the State suffers any losses, damages, liabilities, expenses, or costs (including, by way of example only, attorneys' fees and disbursements) that are attributable, in whole or in part to any failure by the OFFEROR or any employee or agent of the OFFEROR to comply with the requirements of this Agreement, OFFEROR and such employees and agents of OFFEROR shall hold harmless and indemnify the State from and against any such losses, damages, liabilities, expenses, and/or costs.
6. This Agreement shall be governed by the laws of the State of Maryland.
7. OFFEROR acknowledges that pursuant to Section 11-205.1 of the State Finance and Procurement Article of the Annotated Code of Maryland, a person may not willfully make a false or fraudulent statement or representation of a material fact in connection with a procurement contract. Persons making such statements are guilty of a felony and on conviction subject to a fine of not more than \$20,000 and/or imprisonment not exceeding 5 years or both. OFFEROR further acknowledges that this Agreement is a statement made in connection with a procurement contract.
8. The individual signing below warrants and represents that they are fully authorized to bind the OFFEROR to the terms and conditions specified in this Agreement. If signed below by an individual employee or agent of the OFFEROR under Section 2 of this Agreement, such individual acknowledges that a failure to comply with the requirements specified in this Agreement may result in personal liability.

OFFEROR: \_\_\_\_\_ BY: \_\_\_\_\_

NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

**SUBMIT AS REQUIRED IN SECTION 1.7 NON-DISCLOSURE AGREEMENT OF THE TORFP.**

## ATTACHMENT 10 - NON-DISCLOSURE AGREEMENT (TO CONTRACTOR)

This Non-Disclosure Agreement (the "Agreement") is made as of this \_\_\_\_ day of \_\_\_\_\_, 200\_\_, by and between the State of Maryland ("the State"), acting by and through its Department of Budget and Management (the "Department"), and \_\_\_\_\_ ("TO Contractor"), a corporation with its principal business office located at \_\_\_\_\_ and its principal office in Maryland located at \_\_\_\_\_.

### RECITALS

**WHEREAS**, the TO Contractor has been awarded a Task Order Agreement (the "TO Agreement") for IV&V \_\_\_\_\_ (Assessment Name) TORFP # \_\_\_\_\_ dated \_\_\_\_\_, (the "TORFP") issued under the CATS procurement issued by the Department, Project Number 050R5800338; and

**WHEREAS**, in order for the TO Contractor to perform the work required under the TO Agreement, it will be necessary for the State to provide the TO Contractor and the TO Contractor's employees and agents (collectively the "TO Contractor's Personnel") with access to certain confidential information regarding \_\_\_\_\_ (the "Confidential Information").

**NOW, THEREFORE**, in consideration of being given access to the Confidential Information in connection with the TORFP and the TO Agreement, and for other good and valuable consideration, the receipt and sufficiency of which the parties acknowledge, the parties do hereby agree as follows:

1. Confidential Information means any and all information provided by or made available by the State to the TO Contractor in connection with the TO Agreement, regardless of the form, format, or media on or in which the Confidential Information is provided and regardless of whether any such Confidential Information is marked as such. Confidential Information includes, by way of example only, information that the TO Contractor views, takes notes from, copies (if the State agrees in writing to permit copying), possesses or is otherwise provided access to and use of by the State in relation to the TO Agreement.
2. TO Contractor shall not, without the State's prior written consent, copy, disclose, publish, release, transfer, disseminate, use, or allow access for any purpose or in any form, any Confidential Information provided by the State except for the sole and exclusive purpose of performing under the TO Agreement. TO Contractor shall limit access to the Confidential Information to the TO Contractor's personnel who have a demonstrable need to know such Confidential Information in order to perform under the TO Agreement and who have agreed in writing to be bound by the disclosure and use limitations pertaining to the Confidential Information. The names of the TO Contractor's personnel are attached hereto and made a part hereof as Exhibit A. Each individual whose name appears on Exhibit A shall execute a copy of this Agreement and thereby be subject to the terms and conditions of this Agreement to the same extent as the TO Contractor. TO Contractor shall update Exhibit A by adding additional names as needed, from time to time.
3. If the TO Contractor intends to disseminate any portion of the Confidential Information to non-employee agents who are assisting in the TO Contractor's performance of the TORFP or who will otherwise have a role in performing any aspect of the TORFP, the TO Contractor shall first obtain the written consent of the State to any such dissemination. The State may grant, deny, or condition any such consent, as it may deem appropriate in its sole and absolute subjective discretion.
4. TO Contractor hereby agrees to hold the Confidential Information in trust and in strictest confidence, to adopt or establish operating procedures and physical security measures, and to take all other measures necessary to protect the Confidential Information from inadvertent release or disclosure to unauthorized third parties and to prevent all or any portion of the Confidential Information from falling into the public domain or into the possession of persons not bound to maintain the confidentiality of the Confidential Information.
5. TO Contractor shall promptly advise the State in writing if it learns of any unauthorized use, misappropriation, or disclosure of the Confidential Information by any of the TO Contractor's personnel or the TO Contractor's former personnel. TO Contractor shall, at its own expense, cooperate with the State in seeking injunctive or other equitable relief against any such person(s).
6. TO Contractor shall, at its own expense, return to the Department, all copies of the Confidential Information in its care, custody, control or possession upon request of the Department or on termination of the TO Agreement.
7. A breach of this Agreement by the TO Contractor or by the TO Contractor's personnel shall constitute a breach of the TO Agreement between the TO Contractor and the State.

8. TO Contractor acknowledges that any failure by the TO Contractor or the TO Contractor's personnel to abide by the terms and conditions of use of the Confidential Information may cause irreparable harm to the State and that monetary damages may be inadequate to compensate the State for such breach. Accordingly, the TO Contractor agrees that the State may obtain an injunction to prevent the disclosure, copying or improper use of the Confidential Information. The TO Contractor consents to personal jurisdiction in the Maryland State Courts. The State's rights and remedies hereunder are cumulative and the State expressly reserves any and all rights, remedies, claims and actions that it may have now or in the future to protect the Confidential Information and/or to seek damages from the TO Contractor and the TO Contractor's personnel for a failure to comply with the requirements of this Agreement. In the event the State suffers any losses, damages, liabilities, expenses, or costs (including, by way of example only, attorneys' fees and disbursements) that are attributable, in whole or in part to any failure by the TO Contractor or any of the TO Contractor's personnel to comply with the requirements of this Agreement, the TO Contractor shall hold harmless and indemnify the State from and against any such losses, damages, liabilities, expenses, and/or costs.
9. TO Contractor and each of the TO Contractor's personnel who receive or have access to any Confidential Information shall execute a copy of an agreement substantially similar to this Agreement and the TO Contractor shall provide originals of such executed Agreements to the State.
10. The parties further agree that:
  - a. This Agreement shall be governed by the laws of the State of Maryland;
  - b. The rights and obligations of the TO Contractor under this Agreement may not be assigned or delegated, by operation of law or otherwise, without the prior written consent of the State;
  - c. The State makes no representations or warranties as to the accuracy or completeness of any Confidential Information;
  - d. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement;
  - e. Signatures exchanged by facsimile are effective for all purposes hereunder to the same extent as original signatures; and
  - f. The Recitals are not merely prefatory but are an integral part hereof.

**TO Contractor/TO Contractor's Personnel:**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Department of Budget and Management:**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**SUBMIT AS REQUIRED IN SECTION 1.7 NON-DISCLOSURE AGREEMENT OF THE TORFP.**

**EXHIBIT A**

**TO CONTRACTOR’S EMPLOYEES AND AGENTS WHO WILL BE GIVEN ACCESS TO THE  
CONFIDENTIAL INFORMATION**

Printed Name and Address  
of Employee or Agent

Signature

Date

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## ATTACHMENT 11 - NOTICE TO MASTER CONTRACTORS ASSESSMENT 1

All CATS SBR Master Contractors approved to perform work in the functional area under which this TORFP is released are invited to submit a TO Proposal or TO Proposals to this TORFP. Those Master Contractors deciding not to submit a TO Proposal for either assessment are required to submit the reason(s) why per Section 3.1 Required Response of the TORFP. If you have chosen not to propose to this TORFP, you must complete and email this notice to [oitplo@dbm.state.md.us](mailto:oitplo@dbm.state.md.us). If you are submitting a TO Proposal, we also ask that you take a few minutes and provide comments and suggestions regarding the enclosed TORFP.

TORFP Title:	IV&V Assessment 1: MD CHESSIE
TORFP Project Number:	F10P6200496

1. If you have responded with a "not submitting TO Proposal", please indicate the reason(s) below:
  - ( ) Other commitments preclude our participation at this time.
  - ( ) The subject of the TORFP is not something we ordinarily provide.
  - ( ) We are inexperienced in the services required.
  - ( ) Specifications are unclear, too restrictive, etc. (Explain in "Remarks" below.)
  - ( ) The scope of work is beyond our present capacity.
  - ( ) Doing business with the State of Maryland is too complicated. (Explain in "Remarks" below.)
  - ( ) We cannot be competitive. (Explain in "Remarks" below.)
  - ( ) Time allotted for completion of a TO Proposal is insufficient.
  - ( ) Start-up time is insufficient.
  - ( ) Bonding/Insurance requirements are too restrictive. (Explain in "Remarks" below.)
  - ( ) TORFP requirements (other than specifications) are unreasonable or too risky. (Explain in "Remarks" below.)
  - ( ) MBE requirements. (Explain in "Remarks" below.)
  - ( ) Prior State of Maryland contract experience was unprofitable or otherwise unsatisfactory. (Explain in "Remarks" below.)
  - ( ) Payment schedule too slow.
  - ( ) Other:\_\_\_\_\_.
2. If you have submitted a TO Proposal, but wish to offer suggestions or express concerns, please use the "Remarks" section below.

Remarks:

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Master Contractor

Name:\_\_\_\_\_Date:\_\_\_\_\_

Contact Person:\_\_\_\_\_ Phone \_\_\_\_ - \_\_\_\_ - \_\_\_\_ Email\_\_\_\_\_

**SUBMIT AS REQUIRED IN SECTION 3.1 REQUIRED RESPONSE OF THE TORFP.**



## ATTACHMENT 11A - NOTICE TO MASTER CONTRACTORS ASSESSMENT 2

All CATS SBR Master Contractors approved to perform work in the functional area under which this TORFP is released are invited to submit a TO Proposal or TO Proposals to this TORFP. Those Master Contractors deciding not to submit a TO Proposal for either assessment are required to submit the reason(s) why per Section 3.1 Required Response of the TORFP. If you have chosen not to propose to this TORFP, you must complete and email this notice to [oitplo@dbm.state.md.us](mailto:oitplo@dbm.state.md.us). If you are submitting a TO Proposal, we also ask that you take a few minutes and provide comments and suggestions regarding the enclosed TORFP.

TORFP Title:	IV&V Assessment 2: MIDAS II
TORFP Project Number:	F10P6200497

1. If you have responded with a "not submitting TO Proposal", please indicate the reason(s) below:
  - ( ) Other commitments preclude our participation at this time.
  - ( ) The subject of the TORFP is not something we ordinarily provide.
  - ( ) We are inexperienced in the services required.
  - ( ) Specifications are unclear, too restrictive, etc. (Explain in "Remarks" below.)
  - ( ) The scope of work is beyond our present capacity.
  - ( ) Doing business with the State of Maryland is too complicated. (Explain in "Remarks" below.)
  - ( ) We cannot be competitive. (Explain in "Remarks" below.)
  - ( ) Time allotted for completion of a TO Proposal is insufficient.
  - ( ) Start-up time is insufficient.
  - ( ) Bonding/Insurance requirements are too restrictive. (Explain in "Remarks" below.)
  - ( ) TORFP requirements (other than specifications) are unreasonable or too risky. (Explain in "Remarks" below.)
  - ( ) MBE requirements. (Explain in "Remarks" below.)
  - ( ) Prior State of Maryland contract experience was unprofitable or otherwise unsatisfactory. (Explain in "Remarks" below.)
  - ( ) Payment schedule too slow.
  - ( ) Other:\_\_\_\_\_.
2. If you have submitted a TO Proposal, but wish to offer suggestions or express concerns, please use the "Remarks" section below.

Remarks:

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Master Contractor

Name:\_\_\_\_\_Date:\_\_\_\_\_

Contact Person:\_\_\_\_\_ Phone \_\_\_\_ - \_\_\_\_ - \_\_\_\_ Email\_\_\_\_\_

**SUBMIT AS REQUIRED IN SECTION 3.1 REQUIRED RESPONSE OF THE TORFP.**